

IMPORTANT NOTICE

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we provide services at your request or on your behalf. Please note that:

- By accepting these conditions, you warrant that:
 - (a) you are acquiring our services for, or in relation to, the transport of goods for the purposes of a business, trade, profession or occupation carried on or engaged in by you; and
 - (b) the consignee of the goods in question carries on or is engaged in a business, trade, profession or occupation in relation to those goods,unless you advise us otherwise in writing prior to the commencement of the services (see clauses 4.2(g) and 4.2(h)).
- Our services are priced based on the exclusions and limitations set out in these conditions (see clause 6).
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless the loss or damage was caused by our proven negligence or wilful misconduct. These conditions also provide for various exclusions of, and limits on, our liability for loss of or damage to goods. These exclusions and limits are set out in clause 6.
- The effect of these provisions is that, even if we have been negligent, you may not be able to recover the full value of any lost or damaged goods. If you want to negotiate for us to have a higher limit of liability with respect to your goods, you should contact us.
- To recover for loss of or damage to your goods, regardless of the circumstances, we recommend that you or the owner of the goods arrange to purchase an appropriate insurance policy that covers the goods. If we store goods for you, you must take out a policy of insurance over those goods (see clause 10).
- There are some goods – defined as 'Excluded Goods' in clause 1.1 – that we do not agree to carry, and accordingly, we do not accept any liability for loss of or damage to these sorts of goods (see clause 6.4(c)). You must not, under any circumstances, include any 'Excluded Goods' in a consignment.

CONDITIONS OF CARRIAGE – FREIGHTRITE TRANSPORT PTY LTD

1. DEFINITIONS

1.1 The meanings of the terms used in these conditions are set out below.

Authority	means any legal or administrative authority exercising any jurisdiction within an Australian state or territory
Carriage	means the whole of the operations and services undertaken by the Carrier or any Person on behalf of the Carrier in respect of the Goods (whether gratuitously or not), including transporting, loading, unloading, packing, handling, unpacking and Storage of the Goods, towing a trailer and the provision of any advice
Carrier	means Freightrite Transport Pty Ltd (ACN 092 605 135) trading under its own name or under any other business name
Chain of Responsibility Law	means the Heavy Vehicle National Law as enacted in any Australian state, the <i>Road Traffic (Administration) Act 2008 (WA)</i> and the <i>Road Traffic (Vehicles) Act 2012 (WA)</i> and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities, such as consignors, transport operators, loaders, drivers and schedulers

Consequential Loss	means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; liquidated damages; loss of bargain, contract, expectation or opportunity; wasted expenditure; punitive or exemplary damages; in each case arising from or in connection with the performance of the Carriage and whether or not foreseeable at the time of entering into any agreement incorporating these conditions
Consignment	means a consignment of Goods at any one time from the Consignor in a single load from one address in Australia to another address in Australia
Consignor	means the Person at whose request or on whose behalf the Carrier provides Carriage
Container	includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods
Damage	includes deterioration, evaporation and contamination
Dangerous Goods	means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to damage any property whatsoever
Excluded Goods	means: <ul style="list-style-type: none"> (a) cigarettes, tobacco and tobacco products; (b) cash, securities and negotiable instruments; (c) bullion, gold and other precious metals, precious stones, precious gemstones and precious jewellery; (d) firearms and ammunition; (e) refrigerated or perishable goods; (f) bicycles (unless they have been crated or boxed); (g) animals and livestock; (h) human tissue or blood; (i) works of art; (j) antiques; (k) solar panels (unless they have been crated or boxed); (l) white goods which are not in their original packaging; (m) large furniture items (such as tables, cupboards and mattresses) or any furniture that is not flat packed; (n) musical instruments; or (o) household and personal effects, including used furniture
Force Majeure Event	means an event beyond the reasonable control of a party including acts of God, wars (declared or undeclared), rebellions, insurrections, acts of terrorists, acts of Government bodies (including Authorities), road closures, border closures, interruptions to power or fuel supply, accidents, floods, cyclones, strikes, boycotts, lockouts or other labour disturbances, maritime disasters, explosions, fires, epidemics, pandemics, cyber warfare, cyber attacks, ransomware attacks and cyber sabotage
Goods	means the property accepted by the Carrier from, or on behalf of, the Consignor for Carriage and includes any Container or packaging supplied by or on behalf of the Consignor

Law	means applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals
Person	includes a corporation, company, partnership or any other entity
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth)
Store or Storage	means receiving Goods into a storage location including confirmation of quantities and batch numbers, storing Goods and handling inbound and outbound Goods at the storage location
Subcontractor	includes any Person who pursuant to a contract or arrangement with any other Person (whether or not the Carrier) performs or agrees to perform the Carriage or any part of it

- 1.2 A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common carrier and will accept no liability as such. All Goods are carried and all Storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the Carriage of Goods for any Person and the Carriage of any class of goods at its discretion.

3. CARRIER'S OBLIGATIONS

- 3.1 The Carrier will:
- (a) take reasonable care to protect and safeguard the Goods;
 - (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected from a competent service provider experienced in providing Carriage;
 - (c) obtain and maintain at its own expense all proper and necessary licences as may be required by Law in connection with the provision of the Carriage;
 - (d) use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all applicable Law, including Chain of Responsibility Law);
 - (e) to the extent that the Carrier Stores the Goods, account for all Goods received and use modes of Storage appropriate to the nature of the Goods; and
 - (f) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions.
- 3.2 The Carrier does not warrant or guarantee particular collection or delivery times for Goods.
- 3.3 Pallets remain the responsibility of the Consignor and will not be exchanged unless prior arrangements have been made with the Carrier in accordance with the Carrier's pallet policy, as published from time to time on the Carrier's website.
- 3.4 To the extent permitted by Law, all conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these conditions are excluded. Without limitation, this

exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Carriage.

4. CONSIGNOR'S OBLIGATIONS, WARRANTIES AND INDEMNITIES

4.1 The Consignor must:

- (a) ensure that the loading of the Goods onto the Carrier's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;
- (b) where the Goods require special treatment or handling, provide written notice to the Carrier of the special treatment required;
- (c) if it makes a claim that Goods have been Damaged or destroyed while in the custody of the Carrier, on request, permit the Carrier to inspect those Goods; and
- (d) provide all documents, information and assistance necessary to allow the Carrier to comply with Law or the requirements of any Authority.

4.2 The Consignor warrants that:

- (a) the Goods are fit for Carriage and have been suitably packaged for those purposes;
- (b) the Consignor has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
- (c) the Goods do not include or contain any Excluded Goods (which the Carrier does not agree to carry);
- (d) the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements supplied by the Consignor or any other party are correct;
- (e) there is a suitable practicable road and approach for the Carrier and the Carrier's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (f) any place from which any Goods are to be collected or to which any Goods are to be delivered will have safe and adequate loading facilities and equipment available;
- (g) unless the Carrier is advised otherwise in writing by the Consignor prior to Carriage:
 - (i) the Carriage is supplied for, or in relation to, the purposes of a business, trade, profession or occupation carried on or engaged in by the Consignor; and
 - (ii) the consignee of the Goods carries on, or is engaged in, a business, trade, profession or occupation in relation to the Goods;
- (h) where the Carrier:
 - (i) is advised in writing by the Consignor prior to Carriage that:
 - (A) the Carriage is not supplied for, or in relation to, the purposes of a business, trade, profession or occupation carried on or engaged in by the Consignor;
or
 - (B) the consignee of the Goods does not carry on, or is not engaged in, a business, trade, profession or occupation in relation to the Goods, and
 - (ii) agrees to perform Carriage notwithstanding the Consignor's disclosure under clause 4.2(h)(i),

the total value of the Goods in any one Consignment does not exceed \$10,000;

- (i) where required by Law, it has accurately completed and supplied a container weight declaration form;
 - (j) it has complied with all Law in relation to Carriage of the Goods; and
 - (k) unless specifically declared in writing prior to Carriage, the Goods are not Dangerous Goods.
- 4.3 The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor but does not admit their accuracy.
- 4.4 The Carrier accepts no responsibility for collection of cash or other payments from any party.
- 4.5 The Consignor will indemnify the Carrier in respect of all losses, damages, expenses, claims, actions and proceedings or any other liability suffered or incurred by, or made or instituted against the Carrier arising from:
- (a) the breach of a warranty given by the Consignor in clause 4.2(b) or 4.2(c); and
 - (b) any incorrect or wrongful declaration made, or breach of any warranty given by the Consignor as to:
 - (i) the purpose for which the Consignor requires the Carriage;
 - (ii) the proposed use of the Goods by the consignee; and
 - (iii) the value of the Goods in any one Consignment.

5. SUBCONTRACTING

- 5.1 The Carrier at its discretion may subcontract on any terms the whole or any part of the Carriage.
- 5.2 If the Carrier subcontracts any part of the Carriage, the Carrier:
- (a) will not be relieved of any of its liabilities or obligations under these conditions; and
 - (b) will be liable to the Consignor for any act or omission of the Subcontractor as if such act or omission were the act or omission of the Carrier.
- 5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available to and will extend to protect:
- (a) all Subcontractors;
 - (b) every employee or agent of the Carrier or of a Subcontractor;
 - (c) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 5.3(a) or 5.3(b).
- 5.4 For the purposes of clause 5.3, the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such Persons and all such Persons will to this extent be, or be deemed to be, parties to any agreement incorporating these conditions.

6. LIABILITY OF CARRIER

6.1 To the extent permitted by Law, the Carrier will not, under any circumstances, be liable (whether in contract, tort, bailment or otherwise), for any:

- (a) loss of or Damage to the Goods; or
- (b) misdelivery, delay in delivery or non-delivery of the Goods,

whether in the course of Carriage or otherwise, unless the loss, Damage, misdelivery, delay in delivery or non-delivery was caused by the proven negligence or wilful misconduct of the Carrier.

6.2 Any liability of the Carrier under clause 6.1 will be reduced proportionately to represent the extent to which the Consignor or any other Person's negligent or wrongful acts or omissions caused the loss, Damage, mis-delivery, delay in delivery or non-delivery of the Goods.

6.3 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Carrier will not be liable, under any circumstances, for Consequential Loss.

6.4 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Carrier will not be liable for:

- (a) any loss of or Damage to the Goods:
 - (i) caused by a Force Majeure Event;
 - (ii) caused by the Carrier following the Consignor's instructions;
 - (iii) caused by the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
 - (iv) caused by vibration, road conditions, weather or weather events of any kind whatsoever, including stone, rain, hail or storm Damage;
 - (v) caused by the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;
 - (vi) caused by a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
 - (vii) where such loss becomes apparent as the result of a stock count or stocktake;
 - (viii) where such loss or Damage comprises of mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods;
 - (ix) caused by the inherent vice or the nature of the Goods; or
 - (x) caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage;
- (b) Damage to the windscreen or external mirror of any vehicle or unit being carried, that occurs during the provision of Carriage; or
- (c) any loss of or Damage to Excluded Goods.

6.5 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the maximum aggregate financial liability of the Carrier in relation to any loss of Goods, Damage to Goods, misdelivery, delay in delivery or non-delivery of Goods is limited to \$5,000 for each incident. For the purposes of this subclause, 'incident' means any event which results in loss of

or Damage to Goods and all claims that result from the one original cause will be considered, for the purpose of this subclause, to have arisen from the same incident.

- 6.6 If the Carrier is liable to pay compensation, pursuant to clause 6.5, the Consignor will not be liable to pay the Carrier's freight charges (excluding Storage charges) in respect of any lost or Damaged Goods, calculated on a pro rata basis having regard to the Carrier's charges for that Consignment.
- 6.7 The limitation of liability set out in clauses 6.5 does not apply to the extent that any loss of or Damage to Goods is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

7. ROUTE AND DEVIATION

- 7.1 The Consignor authorises any deviation from the usual route or manner of Carriage of Goods that may, in the reasonable opinion of the Carrier, be considered desirable or necessary in the circumstances.
- 7.2 If the Consignor expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods, or a particular method of Carriage, the Carrier will give priority to that method but if, in the Carrier's reasonable opinion, it cannot practicably or conveniently be adopted by the Carrier, the Consignor authorises the Carrier, acting reasonably, to handle, store or carry or to have the Goods handled, stored or carried by another method or methods.

8. DELIVERY

- 8.1 The Carrier is authorised to deliver the Goods at the address nominated to the Carrier by the Consignor for that purpose. The Carrier will be conclusively presumed to have delivered the Goods in accordance with these conditions if, at that address, it obtains from any Person a receipt or signed delivery docket for the Goods.
- 8.2 If, without prior notice to the Carrier, the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier or the consignee otherwise fails to take delivery of the Goods, the Carrier will attempt to contact the Consignor to obtain alternative instructions for delivery. The Carrier may make an additional charge for following the alternative instructions.
- 8.3 If the Carrier is unable to obtain alternative instructions that the Carrier can reasonably and practicably carry out, the Carrier may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods. If the Goods are stored by the Carrier the Consignor will pay or indemnify the Carrier for all costs and expenses incurred in or about such Storage and the Carrier will be at liberty to redeliver them to the Consignor from the place of Storage at the Consignor's expense.

9. STORAGE

- 9.1 Where Goods are stored by the Carrier at the request of the Consignor, the Consignor will provide an address to which notices will be sent, samples of the signatures of persons entitled to collect the Goods and an inventory of the Goods to be stored.
- 9.2 The Carrier may remove the Goods from a place of Storage to another place of Storage in the same city at its discretion and will provide notice to the Consignor of any such removal.
- 9.3 Storage charges do not include removing, packing, unpacking, stowing, restoring or delivering Goods.
- 9.4 The Consignor must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.

- 9.5 The Carrier will not be obliged to deliver any Goods:
- (a) except to the Consignor or to a person authorised in writing by the Consignor to receive the Goods; or
 - (b) where it has not received payment of all amounts due by the Consignor to the Carrier on any account whatsoever.
- 9.6 The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.
- 9.7 If any identifying document or mark is lost, damaged, destroyed or defaced, the Carrier may open any document, wrapping, package or other Container in which the Goods are placed or carried to inspect them, either to determine their nature or condition, or to determine their ownership.

10. INSURANCE

If the Carrier Stores Goods pursuant to clause 9, the Consignor must:

- (a) effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods whilst the Carrier is storing those Goods with that insurance policy to include a waiver of subrogation with respect to the Carrier; and
- (b) provide a certificate of currency in respect of the policy referred to in clause 10(a), within seven days of receiving a request from the Carrier.

11. DEFAULT AND CONSEQUENCES OF DEFAULT

Without prejudice to any other remedies the Carrier may have, if at any time the Consignor is in material breach of any obligation under any agreement incorporating these conditions (including those relating to payment), the Carrier may suspend the supply of Carriage to the Consignor.

12. GENERAL LIEN

- 12.1 The Goods are accepted subject to a general lien for all charges now due or that may become due to the Carrier by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which the Carrier provides or has provided services of Carriage.
- 12.2 Without prejudice to any other rights the Carrier may have under Law, if charges remain outstanding for more than 60 days, or the Goods are not collected within fourteen days of the date required or designated, the Carrier may, without notice, and immediately do any of the following:
- (a) remove all or any of the Goods and store them as the Carrier thinks fit at the Consignor's risk and expense;
 - (b) open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction including auction on an internet-based platform) and apply the proceeds to discharge the lien and costs of sale and pay any balance to the Consignor.
- 12.3 The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.
- 12.4 The Consignor agrees that the lien arising under these conditions is a security interest.
- 12.5 If the Carrier requests, then the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is

enforceable, perfected (including perfection by registration), maintained and is otherwise effective.

12.6 The parties agree that, to the extent permitted by the PPSA:

- (a) sections 125, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier);
- (b) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
- (c) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

12.7 Terms used in this clause have the same meaning as under the PPSA.

13. DELAY IN LOADING OR UNLOADING

The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in accordance with its schedule of rates in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading. Labour to load or unload will be the responsibility and expense of the Consignor or consignee.

14. CARRIER'S CHARGES

14.1 The Consignor agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.

14.2 Any special instruction given by the Consignor to the effect that charges will be paid by the consignee or any other third party will be deemed to include a stipulation that, if the consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods, the Consignor will pay such charges.

14.3 Where the Carrier stores Goods for the Consignor, the Consignor must:

- (a) pay the Carrier's expenses and charges to comply with any Law or with the requirement of any Authority;
- (b) if any Goods are under customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) that the Carrier becomes liable to pay or pays;
- (c) supply or pay for labour or machinery, or both, to load or unload the Goods; and
- (d) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

14.4 The Carrier reserves the right to rescind all discounted quoted rates and recalculate outstanding charges at the current advertised schedule rates should accounts fail to be finalised within trading terms.

14.5 Where credit is granted to the party responsible for payment of the Carrier's charges, the Carrier operates on twenty-one (21) day terms from the date of any invoice. If the Carrier has not agreed to any credit terms, the charges are payable in advance, or if the Carrier agrees, on delivery of the Goods.

15. DANGEROUS GOODS

- 15.1 If the Carrier accepts Dangerous Goods for Carriage:
- (a) such Goods must be accompanied by a full written declaration disclosing the nature of such Goods;
 - (b) the Consignor must comply with all Law that deals with the Carriage of Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and
 - (c) the Consignor warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature.
- 15.2 If, in the opinion of the Carrier, acting reasonably, the Goods are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Carrier's right to charge for the Carriage of the Goods.

16. FORCE MAJEURE EVENT

- 16.1 The Carrier will not be liable for any failure or delay in performance of the Carriage to the extent that such failure or delay is due to a Force Majeure Event affecting the Carrier.
- 16.2 If a Force Majeure Event causes the delay or non-performance of the Carrier's obligations for 30 days or more, either party may, by notice in writing, immediately terminate any agreement incorporating these conditions.

17. NOTIFICATION OF CLAIM

- 17.1 Notwithstanding any other provision of these conditions (other than clause 18), the Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:
- (a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit within thirty (30) days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or
 - (b) in the case of Goods allegedly lost or Damaged during Storage, within thirty (30) days of the date of removal or attempted removal of the Goods from Storage.
- 17.2 The Consignor acknowledges that the purpose of clause 17.1 is to allow the Carrier an opportunity to promptly investigate the cause of any loss of Damage. Clause 17.1 will not apply if the Consignor has a reasonable excuse for its failure to give written notice as required by that clause (having regard to the extent of any delay in giving that notice).

18. APPLICABLE LEGISLATION

Notwithstanding any other provision of these conditions, the Carrier will continue to be subject to any terms, conditions, guarantees or warranties imposed or implied by the *Competition and Consumer Act 2010* (Cth) or any other Commonwealth or state legislation but only in so far as such legislation may be applicable and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

19. CHAIN OF RESPONSIBILITY LAW

- 19.1 The Carrier, Consignor and consignee must comply with all applicable Law, including Chain of Responsibility Law.
- 19.2 The Consignor must not impose any requirement on the Carrier that would directly or indirectly encourage or require the Carrier or any person on behalf of the Carrier to speed, drive while fatigued or otherwise perform the Carriage in an unsafe manner or in breach of any Law.

20. ENTIRE AGREEMENT

- 20.1 These conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between them.
- 20.2 The Consignor acknowledges and agrees that these conditions set out the sole basis upon which the Carrier will provide Carriage to the Consignor. The supply or provision by the Consignor of any document setting out other, or alternative, terms will be of no legal effect and will not constitute a variation of these conditions or amount to a new contract or be part of these conditions.
- 20.3 The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.
- 20.4 The Carrier may vary these conditions by providing the Consignor with reasonable notice (of at least 30 days) in writing of any changes, either by emailing the amended conditions to the Consignor or by advising the Consignor as a notation on invoices sent to the Consignor.

21. GENERAL

- 21.1 These conditions will be construed in accordance with the laws in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 21.2 Headings are included for convenience only and do not affect interpretation of these conditions.
- 21.3 Words importing the singular include the plural and vice versa and words importing a gender include other genders.
- 21.4 Wherever 'includes' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.
- 21.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 21.6 Where the Consignor or consignee comprises two or more Persons an agreement or obligation to be performed or observed by the Consignor or consignee binds those Persons jointly and severally.
- 21.7 If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and these conditions will remain otherwise in full force.
- 21.8 The indemnities in these conditions survive the termination or expiration of any agreement that incorporates these conditions.

Effective 1 November 2023